

TERMS AND CONDITIONS FOR ELECTRONIC BANKING

Agreement and Acceptance

These Terms and Conditions shall constitute a binding agreement between you as the Customer ("Client", "account holder" or "you") and Stanbic Bank Uganda Limited ("the Bank", "we" or "us") at the time of registering and/or using/accessing electronic banking. For purpose of this agreement "electronic banking" includes Internet Banking, WAP, Mobile Banking and pre-paid products through Internet or Mobile banking.

In addition to this agreement, the terms and conditions of your debit card and pre-paid accounts(s) or facility terms and conditions shall apply to all transactions you shall carry out or instruct the bank to carry out through the bank accounts linked to the card or account number you select when using electronic banking. In the event of conflict between the provisions of this agreement and the bank card/account/product terms or any other term, the provisions of this agreement shall prevail.

Definitions

In this terms and conditions document, the words below and phrases have the meaning set below unless the context indicates otherwise:

"Account Holder" **"you"** **"your"** **"Client"**: means the person in whose name the Account is held.

"Account": means the Account opened with us in your name and for which you access the Electronic Banking.

"Access Code(s)": A secret code (of letters or numbers) for example personal identification numbers (PINS) and user passwords used to access the Electronic Banking.

"Customer Care Centre (CCC)": The call centre dedicated to attending to Electronic Banking customers.

"Device" the equipment you use to access Electronic Banking including mobile phone, computer, tablet or other similar technology.

"Electronic Banking": means all of the Bank's electronic banking services including Internet Banking, Mobile Banking (WAP and USSD), the Mobile Banking Application and any updates thereto.

"Group" means and includes the Standard Bank Group, the holding company and subsidiary of the holding company and all of its subsidiaries.

"Personal Information" includes information about your race, nationality, age, marital status, religion, birth date, education, identity number, contact details, financial history.

"Profile" your Electronic Banking information which is accessible using your username and Access Code, and includes all your banking information and security information such as security questions.

"Stanbic Bank", **"we"**, **"us"**, **"our"**: means Stanbic Bank Uganda Limited (Registration number P.525), its successors and assigns.

"Service(s)": means the services provided by us relating to your Account, which allow you to transact using our Electronic Banking Channels.

"Transaction", **"Transact"**: Any debit or credit on your Account. It includes any payment for goods or services; cash in or cash out or transfer of money or value.

Applicability of Terms and Conditions

These terms and conditions together with the application made by the Client and as accepted by the Bank shall form the contract between the Client and Stanbic Bank Uganda and shall further be subject to such terms, as Stanbic Bank Uganda may agree with the other service providers, aiding the Bank in providing the service(s). By applying for and allowing authorised users access to the service, for the first time (and every time thereafter), the Client acknowledges and accepts (and reaffirms his acknowledgement and acceptance of) these terms and conditions, to the fullest extent possible.

1. Fees and other Charges

1.1. For the use of Electronic Banking you will be charged/pay fees as per the Bank's pricing structure through: A monthly subscription fee and/or transaction fee based on the type of transaction(s) you perform. Details of our subscription and transaction fees are available on our website and branches.

1.2. If you fail to pay our fees or if you have insufficient funds in the account which you have selected for this purpose, we reserve the right to refuse you access to the relevant electronic banking service and to debit all outstanding fees to any other account you have with the Bank.

2. Registration and Account Management

2.1 Before you can use the electronic banking you must register with the Bank. This will include filling in an application form and providing the Bank with such other information and documents as we shall require to undertake the registration.

2.2 Registration can be done at our branches, online or via our call centre. For more information on how to register visit our branches or call **Customer Contact Centre** on **0312226600**.

2.3 Your application to access Electronic Banking will be subject to the Bank's internal verification processes. The Bank may at its own discretion reject your application to use Electronic Banking.

2.4 Upon your successful registration for Electronic Banking you will be issued with an Access Code.

2.5 Your Account is linked to your mobile number. If you change your mobile number you have the responsibility to ensure you inform us either by calling CCC or by visiting our branches as the new

number will have to be re-registered with your account number.

- 2.6 To help you to manage your money safely there are daily limits on your Account as you transact via Electronic Banking . You can increase or reduce these limits by contacting your Customer Consultant or phoning the CCC (refer to product brochures, websites, call centre or branch for detailed limits for your accounts).
- 2.7 You may access the money in your Account at any time using any of our Electronic Banking channels.
- 2.8 You must authorise your Transaction(s) with your Access Codes, or by any method we may decide from time to time, and which we will advise you of in advance.
- 2.9 We will act on all instructions that seem to come from you – even if they are actually coming from someone pretending to be you. After your Access Code has been entered, we may assume that any Enterprise Online activity or instruction is genuine. **So even if someone else used your Access Code, we may carry out an instruction as if you have authorised it.**
- 2.10 We may correct any mistakes that we may make on your Account at our discretion.
- 2.11 If you want to perform Transactions for more than the limits set on your account, you will need to visit your branch with your valid identity document and proof of your residential address (in accordance with our requirements) for your limits to be changed.
- 2.12 We may check and confirm any record of a deposit into your Account. Our records will be taken as correct unless the contrary is proved.
- 2.13 Your Account will reflect any deposits made into it, but the money will only be made available to you after the deposit is cleared.
- 2.14 We may close your Account by 14 days written notice to you. But, we need not give you notice in the following circumstances, and may close your Account immediately if we:
- 2.10.1 For criminal activity: or
 - 2.10.2 In compliance with a court order or order from a regulatory authority requiring immediate compliance; or
 - 2.10.3 Where you have been threatening, intimidating or violent towards Bank staff.
- 2.15 If we close your Account in terms of clause 2.10 you must make sure that all debit orders linked to your Account are removed within days of notice to close your Account, as these debit orders will be declined after this period and we will not accept any liability resulting from the declined debit

orders. This does not affect our right to decline a debit order if there are insufficient funds available in your Account at any time.

- 2.16 We will not be responsible to you for any direct, indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, or statute, if we close or suspend your Account in terms of this clause 2.10.
- 2.17 We will notify you if we believe that you are no longer using your Account within the regulatory stipulated period. We will allow you an opportunity to begin using your Account again, after which, if you have not begun using it again, we will close it.
- 2.18 We don't always carry out instructions in the same time or in the same way. We will manage your instructions to us in line with your Profile, and the type of Account and Transaction.
- 2.19 The timelines for processing instructions will be in accordance with our normal banking practice.
- 2.20 You cannot cancel, change or stop an instruction after you have sent it to us. A payment cannot be cancelled or reversed, even if it is a repeated payment (made more than once). This includes payments for prepaid products and instant money transactions.
- 2.21 **We are not responsible for any loss or damage you suffer because you repeated a payment instruction (sent it through more than once) and we then made more than one payment. You waive (give up) any claim against us if this happens.**
- 2.22 **We are not responsible for any loss you suffer if you enter the wrong details for your Transaction.**

3. Prepaid Products

Prepaid purchases fall under the terms and conditions of the service provider you're making the purchase (buying) from. If you have any questions about your prepaid purchase, please go directly to that service provider. **We can't be legally responsible or blamed for any losses you may suffer because of something your service provider has or has not done.**

4. Security and Unauthorised Use

- 3.1 You are responsible for the safekeeping and proper use of your Device and your Access Code and for all Transactions that take place on your Account using your Access Code. We are not responsible if your Account is accessed or compromised because you fail to keep your Access Code safe. You hereby undertake to indemnify us against any claims made for such Transactions. If you dispute that any purchase or withdrawal debited to your Account was authorised

by you, you will have to prove that it was not authorized by you. Nonetheless, we are entitled to assume that your instructions are genuine when your Access Code has been used.

3.2 We can accept your voice telephonic instructions without your written confirmation. This will be recorded and used as your confirmation to authorise us to follow your instructions. We will ask security related questions to confirm your identity when you phone our CCC to ensure your identity.

3.3 You are responsible for protecting your Device against viruses when you use the Internet to access our website and Internet banking facilities.

3.4 You must report any compromise of your Access Code to us without delay through our CCC or your branch. Identity verification will be followed to prevent someone else from impersonating you.

3.5 When you notify us to disable your Access Code, we are entitled to:

3.5.1 Reject all instructions received after such notifications.

3.5.2 Suspend the processing of all instructions not yet executed.

3.5.3 Reverse (if possible) all executed transactions with effect from such date and time as we may reasonably determine the unauthorized use to have.

3.5.4 Deactivate the Access Code without further notice.

3.6 Do not disclose an Access Code to any person including a member of our staff or CCC.

3.7 We don't always carry out instructions in the same time or in the same way. We will manage your instructions to us in line with your Profile, and the type of Account and Transaction.

5. Service Availability

4.1 We will make every effort to ensure that the Service is continuously available to you. The availability of the Service is however dependant on factors beyond our control, such as your mobile and internet network's availability and performance, your handset's performance and compatibility with the service and sufficient air time being available to you. If services are not available due to a factor beyond our control, we will not be held liable for the un-availability of the services.

4.2 We are not responsible for any loss or damage arising from any failure, malfunction, or delay of third party systems including; the Device, the Internet or terminals or any of their supporting or shared networks, resulting train circumstances beyond our reasonable control.

6. Notices/ Accuracy of Information

5.1 The physical /residential address you give us when you apply or register for electronic banking is considered to be your chosen address where notices may be given and documents in legal proceedings may be served. You must notify us immediately if your physical/residential, postal, email address or mobile number, change.

5.2 We may choose to send any non-legal notice through addresses which you give when you apply for electronic banking. These notice(s) will be treated as having been received by you, unless the contrary is proved:

5.1 within seven days by posts.

5.2 within one day by fax or email.

5.3 You permit us to issue notices required in terms of this agreement, legislation or regulation by making or sending such notifications, by post, email, Fax or similar future technologies as well as print media. Any notices so issued by us, will as far as they contain contractual terms relating to electronic banking, also form part of this agreement.

5.4 Unless clearly stated, Information on our communication media is intended to provide you with only general information about the bank, its products, services and objectives. It does not constitute an offer or solicitation to buy or sell, or dispose in any way, of any investment or to enter into any transaction.

5.5 You must check each statement as soon as you get it (frequency of statement delivery will be agreed by both parties) and notify the bank within 30 (thirty) days of the date of the statement if you think that the statement is not correct. If you do not do this within this time we will treat this information as correct.

5.6 Unless you notify us before we give effect to an instruction, you authorise and permit us to regard and rely on and perform all instructions and activities you conduct or that appear to originate from you (even if someone else is impersonating you) after you enter your access code /pin as being authorised by you and intended to have legal force and effect.

5.7 Your instructions to us will be subject to the same turnaround times and process that apply to your customer profile, the type of account you have and type of transaction involved. An instruction, including purchases of electronic banking services cannot be terminated or revoked once sent to us. You will not hold us liable if you execute the same instruction more than once and neither instruction will be reversible.

5.8 An instruction is deemed to be received by us only once we have confirmed we have received it. If we fail to confirm receipt of your instruction, do

not re-send the instruction before checking your statements or contacting our CCC.

7. Consents and Conduct of your Account

6.1 We may enquire about your financial position, and transaction history at any time and you must provide us with any financial or other important information which we may ask for from time to time.

6.2 We may make enquiries about your credit record with any credit reference agency or any other party.

6.3 We may provide credit reference agencies with regular updates regarding the conduct of your Account including any failure on your part to meet these Terms, and you specifically consent to this.

6.4 We may provide other banks, upon their request, with bank reports relating to the conduct of your Account.

7. Fraud Prevention

7.1 You consent to us:

7.1.1 Carrying out identity and fraud prevention checks including freezing your Account, and sharing information about your application with the relevant fraud prevention institutions in accordance with the law.

7.1.2 Giving the institutions detail of any conduct on your accounts that gives us reason to suspect that the accounts are being used for improper purposes; and

7.1.3 Making the record of this suspicion available to other allied institutions if they carry out credit or other checks on your name.

7.2 We may also request you to provide us with information about payments to or from your Account and to complete or update your personal information and documents which information you agree to provide. We may also be required to end our relationship with you without warning. We are not responsible for any losses or damages that you suffer because of these checks, any delays or prohibitions or the right to end the relationship. This includes any loss of profits or savings that you otherwise have expected to make.

8. Information on the Communication System from us

8.1. Any information or other content on the Communication System only invites you to do business with us. It is not an offer to buy, sell or deal in an investment, or to enter into an agreement, unless we clearly state that it is.

8.2. Information on the Communication System is to give you general information about us, and our products, services and goals.

8.3. Because these are only estimates, actual events or results may be different. We give all information "as is" and you must not rely on it or treat it as professional or investment advice. You should always ask for advice from your own professional advisers.

8.4. Refresh your screen regularly to make sure that the information you see is the latest that is available on our Communication System. News or market information, such as share prices or data, is updated regularly but may be at least 30 (thirty) minutes old.

8.5. We may use other organisations to put information on the Communication System. This information is not given by or for us. We have no control over it and do not confirm or guarantee that it is correct or suitable for anything.

8.6. All this information is provided "as is" and we will not be responsible for any damages that may follow if you rely on it.

9. Governing Laws

9.1. You acknowledge and agree that the Terms will be treated for all purposes as having been entered into - in Uganda and any breach of these Terms will be treated as having taken place in Uganda.

9.2. These Terms and conditions are governed by Ugandan law. Any disputes arising as a result of your use of electronic banking will be decided by a court of competent jurisdiction.

9.3. You must notify us immediately if you are under an administration order, or any other form of insolvency, trust or agency.

9.4. You must pay all our expenses for recovering any amounts you owe us, including legal fees of an attorney, collection fees and tracing fees.

9.5. An invoice or claim signed by any of our managers (whose appointment need not be proved) showing the amount you owe us is sufficient proof of the facts stated on the invoice or claim unless the contrary is proved.

9.6. Your information, including your personal information, your telephone conversations with our CCC and your Transactions will be recorded and stored for record keeping purposes for 10 years.

9.7. We are obliged by law to regularly update your personal details, such as your current physical /residential address and contact information. We may contact you from time to time to do this.

9.8. All copyright, trademarks and other intellectual property rights used as part of our services or contained in our documents are owned by us or our licensors. You agree that you will acquire no rights to them.

9.9. The invalidity, illegality or unenforceability of any of the provisions of these Terms will not affect the validity, legality and enforceability of the remaining provisions of these Terms.

10. Disclaimer and Limitation of Liability

10.1. We may use services of other organizations to provide information or services. We have no control over this and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness and reliability.

10.2. Information transmitted via unsecured communication media is susceptible to potential unlawful access, distortion, or monitoring. You must comply with the security tips which are published on the media you use. You accept that we cannot be held liable for any loss, harm or damage suffered by you as a result therefore.

11. Our Intellectual Property

11.1. We keep the copyright and any other Intellectual Property rights in all content on or sent through the Communication System, (including storage media).

11.2. The logos and trademarks on our Communication System belong to us or other parties. Nothing on our Communication System gives any person the right to use any trademark or other Intellectual Property (our property) without our written permission.

11.3. Even if any content on the Communication System is not confidential or there is no copyright in it, we own the content and you have no rights in it.

12. General

12.1. We may at any time change these Terms by sending you notice in writing.

12.2. You may not change any of these Terms.

12.3. You agree that in case of any breach of these Terms we may sue in any court with competent jurisdiction within Uganda.

12.4. A favour or concession we may give you will not affect any of our rights against you.

13. Breach of Agreement and Termination

13.1. We may terminate your access to Electronic Banking if you breach a material term of this agreement and fail to remedy it within (5) five days of you being notified of the breach. We may do this without detracting from our right to take any other steps available to us at law or under this agreement.

14. Using and sharing your Personal Information

14.1. You agree that we may collect and process your personal information within the Group so that we can:

14.1.1. open and manage your Profile and Account;

14.1.2. provide a combination of services, analysis or advice linked to your Account;

14.1.3. watch and analyse activities on your Profile and Account for risks like fraud and non-compliance (not following certain laws or regulations); and

14.1.4. analyse information to identify possible markets and trends, and develop new products and services.

14.2. You agree that we may share your Personal Information with any person, locally or outside the Republic of Uganda, who:

14.2.1. provides services to us;

14.2.2. acts as our agent; or

14.2.3. has been given, or may be given, any of our rights and duties in respect of your Account or Profile.

14.3. We ask people who provide services to us to agree to our privacy policies if they need to access any Personal Information to carry out those services.

14.4. You accept that:

14.4.1. we will always be responsible for deciding the reason for, and way to, process your Personal Information;

14.4.2. some laws state we must collect some of your Personal Information;

14.4.3. without your Personal Information we may be unable to open an Account or continue to offer services to you; and

14.4.4. **you are giving us your Personal Information voluntarily (willingly).**